DOCUMENT RESUME

ED 196 346 HE 013 351

AUTHOR Douglas, Joel M.; And Others
TITLE Workload and Productivity Bargaining in Higher Education. Monograph No. 3.
INSTITUTION City Univ. of New York, N.Y. Bernard Baruch Coll. National Center for the Study of Collective Bargaining in Higher Education.
PUB DATE 80
NOTE 38p.
AVAILABLE FROM National Center for the Study of Collective Bargaining in Higher Education and the Professions, Baruch College, City University of New York, 17 Lexington Ave., Box 322, New York, NY 10010 ($6.00)

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS *Collective Bargaining; *College Faculty; Compensation (Remuneration); *Contracts; Contract Salaries; Department Heads; Faculty College Relationship; *Faculty Workload; Higher Education; *Negotiation Agreements; Personnel Policy; *Productivity; Released Time; School Surveys; Summer Schools; Teacher Salaries; Unions; Working Hours

ABSTRACT

Significant contractual provisions in negotiating faculty workload were identified, using data on over 300 faculty contracts, 273 of which were in force on January 1, 1980. Individual campuses covered by these agreements numbered over 650. The following contractual workload provisions were assessed: workload credit hour teaching, load, overload teaching limits and compensation, department chairperson released time provisions and compensation, and union business released time provisions. Findings include the following: over 80 percent of the contracts place specific limits on workload ranging from 19 to 37 credit hours per academic year; approximately 25 percent of the agreements had specific negotiated credit hour limits placed on teaching overload; approximately 17 percent of the agreements specified a limit on the number of credit hours that may be taught during summer sessions; and released time for union business was specified in 24 percent of the agreements. Information is presented on workload provisions by agent for two-year and four-year institutions. (SW)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED196346

WORKLOAD AND PRODUCTIVITY BARGAINING IN HIGHER EDUCATION

by

JOEL M. DOUGLAS
LOREN A. KRAUSE
LEONARD WINOGORA

"PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

NCSCBHE

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 013 351

National Center for the Study of Collective Bargaining
in Higher Education and the Professions
Baruch College, City University of New York
MONOGRAPH #3

Copyright © 1980 by the National Center for the Study
of Collective Bargaining in Higher Education
and the Professions

All rights reserved. No part of this publication may be reproduced in any form without permission in writing from the publisher, except by a reviewer, who may quote brief passages in a review to be printed.

This manuscript prepared by The Word Processing Unit of
Baruch College-CUNY

Additional copies may be ordered at $6.00 each from

NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING
IN HIGHER EDUCATION AND THE PROFESSIONS

Baruch College - City University of New York
17 Lexington Avenue
Box 322
New York, NY 10010

The National Center for the Study of Collective Bargaining in Higher Education and the Professions is an impartial, nonprofit educational institution serving as a clearinghouse and forum for those engaged in collective bargaining (and the related processes of grievance administration and arbitration) in colleges and universities and the professions. Operating on the campus of Baruch College, City University of New York, it addresses its research to scholars and practitioners in these fields. Membership consists of institutions and individuals from all regions of the U.S. and Canada. Activities are financed primarily by membership, conference and workshop fees, foundation grants, and income from various services and publications made available to member and the public. Inquiries for membership should be addressed to National Center for the Study of Collective Bargaining in Higher Education and th Professions, Baruch College, CUNY, 17 Lexington Avenue, Box 322, New Yor New York 10010.

The statistics and facts reported in this issue are accurate to the best o our knowledge. We apologize for any errors or omissions.

NATIONAL ADVISORY COMMITTEE

MAURICE C. BENEWITZ
Professor Emeritus
Baruch College

GERIE BLEDSOE
Director of Collective Bargaining
AAUP

NEIL S. BUCKLEW
Provost
Ohio University

MARGARET K. CHANDLER
Professor
Columbia University

D. FRANCIS FINN
Exec. Vice President
NACUBO

RICHARD HAZLEY
President
APSCUF

ROBERT D. HELSBY
Director
Public Employment Relations Services

THOMAS MANNIX
Dir., Collective Barg. Services
Univ. of California System

ROBERT MINER
Dir., Higher Education
National Education Assn.

BERNARD MINTZ
Exec. Asst. to President
Wm. Paterson College of New Jersey

CAESAR J. NAPLES
Assoc. Vice Chancellor
State University System, Florida

HAROLD R. NEWMAN
Chairman
New York State PERB

DAVID NEWTON
Vice Chancellor
Long Island University

IRWIN POLISHOOK
President, PSC
Vice President, AFT

DONALD SAVAGE
Exec. Director
CAUT, Canada

JOEL SEGALL
President
Baruch College, CUNY

ALBERT SHANKER
President, AFT
AFL-CIO

RICHARD E. WILSON
V.P. for Governmental Affairs
AACJC

JOEL M. DOUGLAS
Director, NCSCBHEP
Baruch College, CUNY

TABLE OF CONTENTS

	Page
List of Tables	iv
Statement of the Problem	1
Research Design - Methodology	3
Economic Analysis	4
Analysis of Contractual Workload Provisions	5
A. Workload Credit Hour Teaching Load	5
B. Overload Limits and Compensation Factors	8
C. Summer Load Limits and Compensation Factors	8
D. Department Chairpersons: Released Time and Compensation	12
E. Union Business: Released Time	12
Summary and Findings	16
Footnotes	21

LIST OF TABLES

TABLE		Page
ONE	Workload Credit Hours per Academic Year	7
TWO	Overload Limits per Academic Year	9
THREE	Overload Compensation per Credit Hour	10
FOUR	Summer Load Credit Hour Limits	11
FIVE	Summer Load Compensation per Credit Hour	13
SIX	Department Chairperson Released Time per Academic Year	14
SEVEN	Department Chairperson Compensation per Academic Year	15
EIGHT	Union Business: Released Time in Credit Hours per Academic Year	17
NINE	Summary of Workload Provisions by Agent	19

WORKLOAD AND PRODUCTIVITY BARGAINING IN HIGHER EDUCATION*

Statement of the Problem

Higher education is a contracting industry experiencing the full impact of the problems of today's economic marketplace. Unacceptable increases in the rate of inflation, adverse demographic factors and the question of the marketability of college degrees are forcing institutions to reexamine their financial status and redirect development programs toward short term maximizing payout models instead of long-range capital development. These pressures and others are compelling college managers to seek ways of reducing personnel costs, while at the same time striving to deliver a quality output within a labor intense framework.

Of the numerous economic and financial issues that are negotiated on both the unionized and non-unionized campus, none is of greater significance than that of faculty workload. The threshold question, whether or not to quantify workload data, remains an unresolved issue in academic collective bargaining. Administrators and faculty have expressed concern over the dilemma of reducing the cost of educational services while at the same time trying to effectuate a balance between workload, increased productivity, job security, and quality education.

A survey of the literature reveals that those authors who have studied the topic have limited their research to the relationship of workload to governance, curriculum or methodology. The proceedings of a conference held by the Center for Productive Public Management and the American Association for Higher Education produced a new approach to this topic. Birnbaum[1] argued that "the very concept of productivity is an anathema to the academic mind." This position is still widely held as administrators often equate productivity maximization with an increase in faculty workload while union leaders frequently perceive demands for increased productivity as "speedups" which enlarge class size and threaten job security. Holzer and Lane[2] examined the issue of workload quantification and stated," ... although the term 'productivity' has onerous connotations in academic circles, ... in an era of declining resources, as measured in real available dollars per student, societal forces are insisting their institutions of higher education respond to demands of efficiency and effectiveness as other public and private organizations have done."

---

* Joel M. Douglas, Ph.D. is the Director of the National Center for the Study of Collective Bargaining in Higher Education and the Professions, Baruch College - CUNY.

Loren A. Krause is a Research Associate at the Center.

Leonard Winogora, Ph.D. is a Research Associate at Columbia University.

At the Sixth Annual Conference of the National Center for the Study of Collective Bargaining in Higher Education, Sobel[3] raised a number of workload issues that were included in the formulation of the research design and methodology of this monograph. They include the following:

1. What is the normal teaching load in terms of hours? These must frequently be specified by College, Department, and Program and in a multi-university setting, by Campus.

2. What allowance must be made for class size and numbers of preparations, especially in the context of large lecture sections, and the administration of multi-section courses?

3. How are such entities as practicums, laboratories, special experimental courses, team teaching, graduate seminars, directed individual studies, play direction, concerts, orchestral, choir or band direction, etc., to be treated for purposes of calculating load?

4. What treatment should be accorded advising, participation on school committees, and research, in reducing teaching load?

5. Should an overload in a given semester be allowed to counterbalance an underload in a previous period, or should overload always receive extra compensation? Can a faculty member underloaded on one campus of a multi-campus unit be required to compensate by teaching on an overloaded campus?

6. How is productivity determined for larger units such as Colleges, Departments, or Programs, and what is the relation of such productivity measurement to determinations of order of retrenchment and liquidation of academic units?

7. To what extent does productivity, as defined, relate and affect annual evaluation, promotion, and tenure?

8. What is the status of the Chairman in the bargaining unit and how is his productivity defined?

Although the research for this monograph dealt with a contractual analysis of teaching load and compensation factors, a number of the questions identified by Sobel are examined.

The measurement of workload is often a function of four components that are considered imperatives in quantification. These traditionally have included teaching, scholarly research, internal institutional service, and community public service. While acknowledging that productivity measurement is still a growing art, we at the Center, for the purposes of this monograph have concerned ourselves only with the teaching component.[4]

Research Design - Methodology

When the Center decided to study workload and productivity, research was undertaken to identify those contractual provisions that the academic collective bargaining community believed to be the most significant in negotiating workload. Five specific factors listed below were identified for inclusion in this project:

A. Workload credit hour teaching load

B. Overload teaching limits and compensation

C. Summer sessions teaching limits and compensation

D. Department chairperson released time provisions and compensation

E. Union business released time provisions

The raw data utilized in this study was obtained from the Contract Library at the National Center and consisted of over 300 faculty contracts, 273 of which were in force on January 1, 1980. Individual campuses covered by these Agreements numbered over 650 insofar as one contract can represent a multi-versity or a statewide system.

A two-tier system was developed to enable statistical conclusions to be formulated regarding institutional classification, private or public funding sources and bargaining agent. Data was analyzed concerning (1) number of contracts per category as a percentage of total and (2) number of contracts per category as a percentage of private or public sector. In order to establish a level of consistency, and to develop a quantified data base, the criteria listed below were utilized:

1. Faculty salary schedules were computed on the intermediate point between ranks, e.g. Instructors equivalent to BA plus fifteen, Assistant Professors - MA plus thirty, Associate Professors - earned doctorates and Professors - doctorates plus seven years of experience.

2. Where ranges were given, the mid-points were utilized for the purposes of comparison.

3. Where quarters or tri-semesters were found, workload provisions were pro-rated on the traditional two-semester academic year.

4. The category of "implied management prerogatives" was used in those situations where specific reference was made to the faculty handbook, personnel policies, or cited in the management rights clause.

5. The "not mentioned category" was selected where specific language was absent or the formulas given lacked the necessary components to compute the information.

6. Excluded from this study were graduate and professional schools, teaching assistants and graduate teaching fellows.

7. Only teaching faculty, as opposed to counselors and librarians, were considered in the collection of the data base.

Economic Analysis

The economics of workload are often viewed as the only opportunity to control variable costs within the overall economic model. The marginal costs of educating one more student is virtually minimal until that point when an additional section must be added to accommodate that student. Furthermore, the marginal cost of educating that additional student has the effect of reducing the average fixed cost of that section as well as overall unit costs. While it is true that accelerated depreciation will occur in both plant and human capital and also certain opportunity costs will be minimized as workload is increased, these decisions are as much a matter of educational policy as they are economic.

Administrators and faculty unions have adopted certain positions in relation to increasing productivity in higher education. Faculty often consider productivity bargaining as a method of increasing class size and often refuse to discuss it as a subject for collective bargaining. They claim that it is counterproductive to deal with the issue because it is a purely economic perspective and does not take into account the nature of educational instruction and the mission of the institution. Administrators frequently equate increased class size as a more efficient use of resources and are often seeking changes in traditional staffing patterns when they negotiate an agreement. It is their belief that the basic issue is one of the marginal costs of adding students per course and adjusting faculty contact hours to produce a more cost-effective system. While it is generally conceded that traditional profit-centered quantitative measurements are not applicable to academic institutions, there are numerous qualitative measurements that are readily adaptable. What is unknown is the potential effects that may result from incorporating productivity measurements into faculty workload.

Several factors have been identified as external to negotiating faculty productivity but which have a direct bearing on this issue. A notable example is the growth of permanent adjunct faculty who, in some instances, have even organized and negotiated their own collective bargaining agreements (CBA).[5] In a recent union statement on part-time faculty employment, adjuncts have been described as "a reserve army of unorganized, non-contract teachers (who) can destroy the rights and prerogatives which faculty have fought for and have gained through collective bargaining."[6] Hiring notices now clearly advertise for "non-tenure track positions" and there is an increasing use of tenure percentages on both the department and college-wide levels. An analysis of supply and demand schedules indicates that there is an abundance of PhD's in virtually every teaching field. Furthermore, the removal of certain federal mandatory age retirement requirements in 1982 are factors that will further exacerbate the shortage of projected faculty openings.

In addition to unit cost calculations and external factors, one must consider existing workload relationships, formulas, and established variables that exist between the parties at a particular campus. Long established equivalencies, ratios and past practices, which have contributed to the development of scheduling guidelines must be reassessed before workload changes are implemented. Included are:

- One credit hour lecture equivalent to ninety minute laboratory, tutorial or study sessions
- Thirty credit hour annual workload reduced to twenty-four credit hours for faculty teaching English composition courses
- Reduced workload for clinical, practicums, graduate level courses and thesis supervision
- Contact hours often exceed contract hours because included are counselling, office hours, committee assignments, and multiple course preparations
- Released time for faculty research and administrative responsibilities

These factors, as well as the principle of relative deprivation, must be evaluated as an input when one analyzes changes in these systems.

Analysis of Contractual Workload Provisions:

A. Workload Credit Hour Teaching Load

Over eighty percent of the contracts identified in this study place specific limits on workload ranging from nineteen to thirty-seven credit hours per academic year. Table One illustrates the variations in the number of negotiated credit hours according to institutional classification and funding source. Nearly half of the agreements provided for a workload of thirty credits per academic year, the majority of these were found in two-year colleges. The norm in four-year institutions; twenty-four credit hours, was found in over half of the agreements surveyed.

Approximately twenty percent of the agreements are silent with respect to contractually negotiated workload limitations relying on past practices, policy manuals or forums other than that of the bargaining table to resolve this issue. Those instances where workload is specifically addressed as a management prerogative numbered less than three; this leads us to the observation that workload is rarely left to the sole discretion of management.

The most significant difference in workload appears to be between the sixty-seven percent of the two-year institutions that have contracted for thirty hours of workload per academic year and fifty-four percent of the four-year colleges and universities which have a workload of twenty-

four credit hours. For purposes of this study, graduate teaching loads were not factored into Table One. However, it is significant to note that in situations where graduate contact hours were negotiated, they were specified at a rate lower than undergraduate hours. Typical of the graduate teaching contact hour requirements were eighteen credit hours per year instead of twenty-four credit hours with the eighteen reserved for those who taught the introductory graduate programs.

While many of the collective bargaining agreements provided for specific semester/quarter and annual workload requirements, language is often negotiated that provides for alternative scheduling in cases where quotas cannot always be met. Cancelled course sections or additional lecture sections can create an underload or overload in any one semester or quarter and rather than compensate or withhold salary, most CBA's provide for balancing workload on an annual basis as opposed to each semester or quarter. In some agreements, the averaging period is extended beyond one year and often includes three to four semesters. Problems arising in deviations from the norm are often adjusted by Faculty-Administration Workload Review Committees specified in four-year college agreements and by detailed contract language in two-year college agreements.

The increasing number of complex workload clauses suggests that numerous situations falling between the cracks are becoming more frequent and are leading to grievances in this area. Agreements that specify workload are often accompanied by clauses discussing the related areas of class size, number or preparations and scheduling limits. Although beyond the direct scope of this study, it is significant to note the way these problems are discussed within the bargaining relationship. Class size clauses, which traditionally appeared in two-year college agreements, have been interpreted in most situations as being goals and not absolute limits. Procedural guidelines to insure an equitable distribution of students within multiple sections and, in some cases, degree of economic compensation for additional students have appeared in some agreements. However, no trend can be discerned in this area except to note that in several states, Public Employment Relations Boards (PERB) have held that class size is not a mandatory subject of negotiations and the management is not obligated to bargain about staffing patterns. Nevertheless, they have held that the economic impact of such decisions are negotiable leading to mixed interpretations in this area.

Scheduling limits are found in a majority of agreements, the intent of which has been to prevent "punitive scheduling" and to insure that blocks of time in which to conduct research and other related activities are available to faculty. This is demonstrated in clauses that either provide for a twelve hour break between courses when one is an evening course or that prohibit the teaching of four consecutive classes. This may present a problem from a faculty perspective because they are sometimes deprived of the opportunity to teach evening overload sessions due to a specified time limit spread.

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE ONE

WORKLOAD CREDIT HOURS PER ACADEMIC YEAR

Institution	19 - 23 Cr. Hrs.	24 Cr. Hrs.	25 - 29 Cr. Hrs.	30 Cr. Hrs.	31 - 36 Cr. Hrs.	37+ Cr. Hrs.	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub.	0	11 (4%)	5 (2%)	124 (45%)	12 (4%)	0	2 (.7%)	22 (8%)	176 (64%)
Two Yr. Priv.	0	1 (.4%)	1 (.4%)	3 (1%)	0	0	0	2 (.7%)	7 (3%)
Four Yr. Pub.	0	17 (6%)	0	2 (.7%)	3 (1%)	0	1 (.4%)	23 (8%)	46 (17%)
Four Yr. Priv.	1 (.4%)	32 (12%)	2 (.7%)	4 (1%)	3 (1%)	0	0	2 (.7%)	44 (16%)
Two Yr. Total	0	12 (4%)	6 (2%)	127 (47%)	12 (4%)	0	2 (.7%)	24 (9%)	183 (67%)
Four Yr. Total	1 (.4%)	49 (18%)	2 (.7%)	6 (2%)	6 (2%)	0	1 (.4%)	25 (9%)	90 (33%)
Total	1 (.4%)	61 (22%)	8 (3%)	133 (49%)	18 (7%)	0	3 (1%)	49 (18%)	273 (100%)
Total Pub.	0	23 (10%)	5 (2%)	126 (46%)	15 (5%)	0	3 (1%)	45 (16%)	222 (81%)
Total Priv.	1 (.4%)	33 (12%)	3 (1%)	7 (3%)	3 (1%)	0	0	4 (1%)	51 (19%)

Source: NCSCBHE Contract Library

B. Overload Limits and Compensation Factors

The issue of faculty overload has long presented an ideological and economic problem for both administration and faculty. Financial considerations have led college managers to use existing faculty in overload situations rather than hire adjunct personnel thereby reducing certain fringe benefit and pension costs. Union negotiators have been placed in the somewhat contradictory position of demanding overload assignments while simultaneously proposing reduced teaching loads.

Approximately twenty-five percent of the agreements surveyed had specific negotiated credit hour limits placed on teaching overload. Of these, the majority specified that overload be limited to a range of five to eleven overload credits per academic year or the equivalent of two to three courses. More than sixty-five percent of the contracts did not establish overload limits on a negotiated basis and instead relied on either past practices, implied managerial prerogatives or did not address the issue within the collective agreement. (See Table Two)

Overload compensation per credit hour was another factor considered in the agreements examined. Approximately forty-seven percent of the contracts specified the amount of overload compensation per credit hour. As indicated in Table Three, overload compensation was considered by both faculty rank and institutional classification. The results indicate that there are significant financial variations in overload compensation between faculty ranks with an average range of $270 for instructors to $355 for professors. Overload compensation is generally calculated on a percentage basis of the individual faculty member's base salary which accounts, in part, for the variations between ranks. A substantial difference in the average overload compensation between two-year public and two-year private institutions was noted. The difference between the average four-year public and four-year private institutions, however, is not as great.

C. Summer Load Limits and Compensation Factors

Approximately seventeen percent of the agreements surveyed specified a limit on the number of credit hours that may be taught during summer sessions. Of these, the majority limited such teaching to a range of five to seven credit hours per session. Over eighty percent of the contracts were silent on the issue of summer load limits. This accounts for eighty-one percent of the two-year agreements and eighty-two percent of the four-year agreements. Whether or not an institution limits the number of credit hours taught during a summmer session and whether or not faculty receive extra compensation for these teaching assignments reflects, in part, the type of individual contracts offered to faculty at that institution. A number of colleges base their employment relationships on nine, ten, eleven or twelve month salary agreements with staggered starting and ending dates. Thus, the summer session classes are taught by faculty under their individual annual contract. (See Table Four)

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE TWO

OVERLOAD LIMITS PER ACADEMIC YEAR

Institution	1-4 Cr. Hrs.	5-7 Cr. Hrs.	8-11 Cr. Hrs.	12-15 Cr. Hrs.	16+ Cr. Hrs.	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub.	7 (3%)	18 (7%)	15 (5%)	7 (3%)	2 (.7%)	17 (6%)	110 (40%)	176 (64%)
Two Yr. Priv.	0	0	0	0	0	0	7 (3%)	7 (3%)
Four Yr. Pub.	5 (2%)	2 (.7%)	2 (.7%)	0	0	4 (1%)	33 (12%)	46 (17%)
Four Yr. Priv.	2 (.7%)	2 (.7%)	3 (1%)	1 (.4%)	1 (.4%)	2 (.7%)	33 (12%)	44 (16%)
Two Yr. Total	7 (3%)	18 (7%)	15 (5%)	7 (3%)	2 (.7%)	17 (6%)	117 (43%)	183 (67%)
Four Yr. Total	7 (3%)	4 (1%)	5 (2%)	1 (.4%)	1 (.4%)	6 (2%)	66 (24%)	90 (33%)
Total	14 (5%)	22 (8%)	20 (7%)	8 (3%)	3 (1%)	23 (8%)	183 (67%)	273 (100%)
Total Pub.	12 (4%)	20 (7%)	17 (6%)	7 (3%)	2 (.7%)	21 (8%)	143 (52%)	222 (81%)
Total Priv.	2 (.7%)	2 (.7%)	3 (1%)	1 (.4%)	1 (.4%)	2 (.7%)	40 (15%)	51 (19%)

Source: NCSCBHE Contract Library

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE THREE

OVERLOAD COMPENSATION PER CREDIT HOUR

Institution	Instructor N= 125		Asst. Professor N= 127		Assoc. Professor N= 128		Professor N= 128		Average N= 508	
Two Yr. Pub.	$269	N= 97	$290	N= 97	$323	N= 98	$353	N= 98	$309	N=390
Two Yr. Priv.	$250	N= 3	$250	N= 3	$250	N= 3	$250	N= 3	$250	N= 12
Four Yr. Pub.	$273	N= 9	$300	N= 9	$314	N= 9	$359	N= 9	$312	N= 36
Four Yr. Priv.	$282	N= 16	$314	N= 18	$350	N= 18	$375	N= 18	$333	N= 70
Two Yr. Total	$268	N=100	$289	N=100	$321	N=101	$350	N=101	$307	N=402
Four Yr. Total	$279	N= 25	$309	N= 27	$338	N= 27	$372	N= 27	$325	N=106
TOTAL	$270	N=125	$293	N=127	$326	N=128	$355	N=128	$311	N=508
Total Pub.	$269	N=106	$291	N=106	$322	N=107	$354	N=107	$309	N=426
Total Priv.	$277	N= 19	$305	N= 21	$336	N= 21	$361	N= 21	$321	N= 82

Source: NCSCBHE Contract Library

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE FOUR

SUMMER LOAD CREDIT HOUR LIMITS

Institution	1-4 Cr. Hrs.	5-7 Cr. Hrs.	8-11 Cr. Hrs.	12-15 Cr. Hrs.	16+ Cr. Hrs.	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub	4 (1%)	13 (5%)	6 (2%)	7 (3%)	2 (.7%)	3 (1%)	141 (52%)	176 (64%)
Two Yr. Priv.	0	0	0	0	0	0	7 (3%)	7 (3%)
Four Yr. Pub.	0	4 (1%)	2 (.7%)	3 (1%)	0	1 (.4%)	36 (13%)	46 (17%)
Four Yr. Priv.	0	2 (.7%)	2 (.7%)	0	0	2 (.7%)	38 (14%)	44 (16%)
Two Yr. Total	4 (1%)	13 (5%)	6 (2%)	7 (3%)	2 (.7%)	3 (1%)	148 (54%)	183 (67%)
Four Yr. Total	0	6 (2%)	4 (1%)	3 (1%)	0	3 (1%)	74 (27%)	90 (33%)
Total	4 (1%)	19 (7%)	10 (4%)	10 (4%)	2 (.7%)	6 (2%)	222 (81%)	273 (100%)
Total Pub.	4 (1%)	17 (6%)	8 (3%)	10 (4%)	2 (.7%)	4 (1%)	177 (65%)	222 (81%)
Total Priv.	0	2 (.7%)	2 (.7%)	0	0	2 (.7%)	45 (16%)	51 (19%)

Source: NCSCBHE Contract Library

Summer load compensation per credit hour was another factor considered in the agreements surveyed. Nearly fifty percent specified the amount of compensation per credit hour as indicated on Table Five. The average in summer load compensation is $325 per credit hour with a range of $282 for instructor to $371 for professors. The average dollar amount per credit hour for summer load is higher than that for overload compensation which is $311. There is no discernible difference between public and private institutions with respect to this issue.

D. Department Chairpersons: Released Time and Compensation

The issue of the inclusion of department chairpersons in the bargaining unit remains unresolved as they are included in less than one-half of the agreements surveyed.[7] On many campuses, chairpersons are perceived by the faculty as their representative, both in managing the internal affairs of the department and in handling departmental relations with deans, provosts, presidents, other departments and the faculty as a whole. On the other hand, the administrative officers and trustees would like to regard the chairperson as administration's first-line supervisor, one who carries out institutional policies within the department and is concerned with budgets, faculty appointments, teaching and research assignments.

The waters may have been further muddied by the recent United States Supreme Court ruling that declared the entire bargaining unit at Yeshiva University,[8] including chairpersons, to be managerial and exempt from coverage under the National Labor Relations Act. Thus, while no consensus exists among the various PERB's and the National Labor Relations Board concerning the unit status of chairpersons, the information set forth in Tables Six and Seven describes their collective bargaining status with respect to released time and compensation.

Twenty-nine percent of the agreements identified provided for released time while nineteen percent defined the specific reduction in credit hours chairpersons were entitled to. The majority of these agreements provided for a reduction of five to seven credit hours per academic year. Others specified that released time was to be based on either the number of faculty in the department and/or the number of full time equivalent students (FTE's) generated by that department.

The issue of extra compensation for department chairperson duties was addressed in Table Seven. Twenty-two percent of the agreements specifically contracted additional compensation while nearly seventeen percent included that compensation factor in the agreement. While no mean was established for this variable, the range of $651-$1050 was most prevalent.

E. Union Business: Released Time

Of the five contractual provisions analyzed in this study, none has proven to be as bitterly contested in the negotiations process as released

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE FIVE

SUMMER LOAD COMPENSATION PER CREDIT HOUR

Institution	Instructor N= 125		Asst. Professor N= 124		Assoc. Professor N= 125		Professor N= 125		Average N= 499	
Two Yr. Pub.	$277	N= 88	$303	N= 98	$335	N= 89	$364	N= 89	$320	N=354
Two Yr. Priv.	$600	N= 1	$600	N= 1	$600	N= 1	$700	N= 1	$625	N= 4
Four Yr. Pub.	$275	N= 17	$317	N= 16	$384	N= 16	$436	N= 16	$352	N= 65
Four Yr. Priv.	$291	N= 19	$303	N= 19	$321	N= 19	$332	N= 19	$312	N= 76
Two Yr. Total	$281	N= 89	$306	N= 89	$338	N= 90	$368	N= 90	$323	N=358
Four Yr. Total	$283	N= 36	$309	N= 35	$350	N= 35	$380	N= 35	$330	N=141
TOTAL	$282	N=125	$307	N=124	$341	N=125	$371	N=125	$325	N=499
Total Pub.	$277	N=105	$305	N=104	$342	N=105	$375	N=105	$325	N=419
Total Priv.	$306	N= 20	$318	N= 20	$335	N= 20	$350	N= 20	$328	N= 80

Source: NCSCBHE Contract Library

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE SIX

DEPARTMENT CHAIRPERSON RELEASED TIME PER ACADEMIC YEAR

Institution	1-4 Cr. Hrs.	5-7 Cr. Hrs.	8-11 Cr. Hrs.	12-15 Cr. Hrs.	16+ Cr. Hrs.	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub	0	23 (8%)	4 (1%)	5 (2%)	1 (.4%)	16 (6%)	127 (47%)	176 (64%)
Two Yr. Priv.	0	0	0	1 (.4%)	0	0	6 (2%)	7 (3%)
Four Yr. Pub.	0	5 (2%)	2 (.7%)	3 (1%)	0	5 (2%)	31 (11%)	46 (17%)
Four Yr. Priv.	0	7 (3%)	2 (.7%)	0	0	4 (1%)	31 (11%)	44 (16%)
Two Yr. Total	0	23 (8%)	4 (1%)	6 (2%)	1 (.4%)	16 (6%)	133 (49%)	183 (67%)
Four Yr. Total	0	12 (4%)	4 (1%)	3 (1%)	0	9 (3%)	62 (23%)	90 (33%)
Total	0	35 (13%)	8 (3%)	9 (3%)	1 (.4%)	25 (9%)	195 (71%)	273 (100%)
Total Pub.	0	43 (16%)	6 (2%)	8 (3%)	1 (.4%)	21 (8%)	159 (58%)	222 (81%)
Total Priv.	0	10 (4%)	2 (.7%)	1 (.4%)	0	4 (1%)	37 (14%)	51 (19%)

Source: NCSCBHE Contract Library

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE SEVEN

DEPARTMENT CHAIRPERSON COMPENSATION PER ACADEMIC YEAR

Institution	$0-350	$351-650	$651-1050	$1051-1450	$1451+	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub	2 (.7%)	5 (2%)	12 (4%)	6 (2%)	3 (1%)	6 (2%)	142 (52%)	176 (64%)
Two Yr. Priv.	0	0	1 (.4%)	0	0	0	6 (2%)	7 (3%)
Four Yr. Pub.	0	2 (.7%)	2 (.7%)	1 (.4%)	2 (.7%)	2 (.7%)	37 (14%)	46 (17%)
Four Yr. Priv.	1 (.4%)	1 (.4%)	4 (1%)	1 (.4%)	2 (.7%)	5 (2%)	30 (11%)	44 (16%)
Two Yr. Total	2 (.7%)	5 (2%)	13 (5%)	6 (2%)	3 (1%)	6 (2%)	148 (54%)	183 (67%)
Four Yr. Total	1 (.4%)	3 (1%)	6 (2%)	2 (.7%)	4 (1%)	7 (3%)	67 (25%)	90 (33%)
Total	3 (1%)	8 (3%)	19 (7%)	8 (3%)	7 (3%)	13 (5%)	215 (79%)	273 (100%)
Total Pub.	2 (.7%)	7 (3%)	14 (5%)	7 (3%)	5 (2%)	8 (3%)	179 (66%)	222 (81%)
Total Priv.	1 (.4%)	1 (.4%)	5 (2%)	1 (.4%)	2 (.7%)	5 (2%)	36 (13%)	51 (19%)

Source: NCSCBHE Contract Library

time for union business. Administrators still appear to have difficulty in accepting the faculty union in the academic community and are reluctant to accommodate its presence more than necessary. The faculty has often argued that the presence of a union on campus can act as a stabilizing force in contract administration. While the administration frequently negotiates released time in the agreement, this issue is indicative of the underlying struggle for power between the two sides to establish preeminence in the decision-making process. (See Table Eight)

Released time for union business was specified in twenty-four percent of the agreements. The range in the amount of released time granted was from one to sixteen credit hours per academic year. Five alternative types of clauses were most prevalent.

A. The set number of hours for union business released time was specified in the CBA with the proviso that the union distribute the hours as they see fit.

B. The set number of hours for union business released time are specified in the agreement, listing who shall be granted released time and the amount per year. This is the most commonly identified alternative.

C. The number of hours of released time is specified in the agreement with provisions for a greater amount of released time in the semester before contract negotiations are scheduled to begin. The exact number of hours of additional released time may or may not be specified.

D. Provisions for the faculty union to "purchase" or "buy" time from the college for released time for union business. (This was not included in the statistical data insofar as it does not imply a financial obligation for the college.)

E. Provisions made for members of the negotiating team or union officers to have blocks of free time on campus at the same time.

Whether or not the Yeshiva ruling will affect "union business on campus" remains unanswered at this time.

Summary and Findings

The publication of this monograph represents the entry of the Center into the debate on the issue of the economic quantification of workload data. We realize that by doing so we have joined with those members of the academic community who have long argued that productivity is too important a subject to be discussed without the benefit of hard contract

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE EIGHT

UNION BUSINESS: RELEASED TIME IN CREDIT HOURS PER ACADEMIC YEAR

Institution	1-4 Cr. Hrs.	5-7 Cr. Hrs.	8-11 Cr. Hrs.	12-15 Cr. Hrs.	16+ Cr. Hrs.	Implied MGT. Prerogative	Not Mentioned	Total
Two Yr. Pub.	5 (2%)	12 (4%)	5 (2%)	12 (4%)	12 (4%)	16 (6%)	114 (42%)	176 (64%)
Two Yr. Priv.	0	0	0	0	0	0	7 (3%)	7 (3%)
Four Yr. Pub.	0	0	1 (.4%)	4 (1%)	3 (1%)	6 (2%)	32 (12%)	46 (17%)
Four Yr. Priv.	1 (.4%)	4 (1%)	0	5 (2%)	1 (.4%)	2 (.7%)	31 (11%)	44 (16%)
Two Yr. Total	5 (2%)	12 (4%)	5 (2%)	12 (4%)	12 (4%)	16 (6%)	121 (44%)	183 (67%)
Four Yr. Total	1 (.4%)	4 (1%)	1 (.4%)	9 (3%)	4 (1%)	8 (3%)	63 (23%)	90 (33%)
Total	6 (2%)	16 (6%)	6 (2%)	21 (8%)	16 (6%)	24 (9%)	184 (67%)	273 (100%)
Total Pub.	5 (2%)	12 (4%)	6 (2%)	16 (6%)	15 (5%)	22 (8%)	146 (53%)	222 (81%)
Total Priv.	1 (.4%)	4 (1%)	0	5 (2%)	1 (.4%)	2 (.7%)	38 (14%)	51 (19%)

Source: NCSCBHE Contract Library

data and it is for this specific reason that this project was undertaken. No attempt was made to either draw conclusions or make predictions insofar as the Center has long operated on the premise that the reader should be free to interpret data independently. We are aware that we have focused on the teaching component of workload measurement and hope that this study will be replicated in order to examine the other components. In addition, we recommend that a geographic and longitudinal analysis be undertaken.

The issue of bargaining agents and workload provisions in their respective contracts is summarized in Table Nine. No inferences were drawn on the selection of agents with respect to negotiated contract provisions and the reader is advised to exercise caution in utilizing this data in the abstract.

When we began this project, we did not appreciate the magnitude nor the dimension involved in workload measurement. However, as our research indicates, over eighty percent of the collective bargaining agreements enumerated specific workload limitations. This substantiates our belief in the significance of this topic and we hope that this monograph will be used as a primary source of hard data, as well as a departure point for further study.

N= 273
Public= 222
Private= 51
Two Year= 183
Four Year= 90

TABLE NINE

SUMMARY OF WORKLOAD PROVISIONS BY AGENT

Agent	Institution	Workload Defined	Overload Compensation	Department Chair. Released Time	Department Chair. Compensation	Summer Compensation	Union Business Released Time
NEA	Two Yr.	87 (32%)	56 (21%)	14 (5%)	16 (6%)	52 (19%)	21 (8%)
	Four Yr.	16 (6%)	9 (3%)	6 (2%)	4 (1%)	10 (4%)	4 (1%)
AFT	Two Yr.	51 (19%)	32 (12%)	16 (6%)	9 (3%)	28 (10%)	18 (7%)
	Four Yr.	20 (7%)	6 (2%)	5 (2%)	6 (2%)	7 (3%)	3 (1%)
AAUP	Two Yr.	4 (1%)	3 (1%)	2 (.7%)	1 (.4%)	2 (.7%)	0
	Four Yr.	24 (9%)	10 (4%)	5 (2%)	4 (1%)	20 (7%)	12 (4%)
INDEP.	Two Yr.	14 (5%)	9 (3%)	2 (.7%)	3 (1%)	7 (3%)	6 (2%)
	Four Yr.	5 (2%)	2 (.7%)	3 (1%)	2 (.7%)	2 (.7%)	1 (.4%)

TABLE NINE (cont'd.)

SUMMARY OF WORKLOAD PROVISIONS BY AGENT (continued)

Agent	Institution	Workload Defined	Overload Compensation	Department Chair. Released Time	Department Chair. Compensation	Summer Compensation	Union Business Released Time
	Total Two Yr.	156 (57%)	101 (37%)	34 (12%)	29 (11%)	89 (33%)	46 (17%)
	Total Four Yr.	65 (24%)	27 (10%)	19 (7%)	16 (6%)	39 (14%)	19 (7%)
	TOTAL	221 (81%)	128 (47%)	53 (19%)	45 (16%)	128 (47%)	65 (24%)
	Total Pub.	174 (64%)	107 (39%)	43 (16%)	35 (13%)	105 (38%)	54 (20%)
	Total Priv.	47 (17%)	21 (8%)	10 (4%)	10 (4%)	23 (8%)	11 (4%)

Source: NCSCHBE Contract Library

Footnotes

1. Birnbaum, Robert, Public Productivity Review, Vol. II, No. 5, Center for Productive Public Management at John Jay College of Criminal Justice, City University of New York, New York, 1976, p. 32.

2. Holzer, Marc and Lane, Frederick S., ibid., p. 4.

3. Sobel, Irvin, "The College Professor as Employee: Workload and Productivity--I", The Uniqueness of Collective Bargaining in Higher Education, Sixth Annual Conference, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY, (April, 1978), p. 38.

4. Discussion of this topic was raised at the 'Workload and Productivity Bargaining in Higher Education Seminar', co-sponsored by the National Center for the Study of Collective Bargaining in Higher Education - Baruch College, CUNY and New York State School of Industrial and Labor Relations, Cornell University, New York, 1980.

5. Garfin, Molly, ed., Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education, NCSCBHE, Baruch College - CUNY, New York, 1979.

6. Statement on Part-Time Faculty Employment, prepared by the American Federation of Teachers Advisory Commission on Higher Education, Washington, D.C., 1979, p. 5.

7. Chandler, Margaret K. and Winogora, Leonard, unpublished research on Rights Issues in Academic Collective Bargaining, 1979, statistical data indicates that approximately 40% of department chairpersons are included in the bargaining units.

8. National Labor Relations Board and Yeshiva University, Faculty Association v. Yeshiva University, Nos. 78-857 and 78-997, 48 U.S. L.W. 4175, February 19, 1980.

NATIONAL CENTER FOR THE STUDY OF COLLECTIVE
BARGAINING IN HIGHER EDUCATION AND THE PROFESSIONS
PUBLICATIONS: 1973-1980

PROCEEDINGS

Campus Bargaining in the Eighties, Proceedings Eighth Annual Conference, Apr. 1980	$15.00
Landmarks in Collective Bargaining in Higher Education, Proceedings Seventh Annual Conference, Apr. 1979	15.00
The Uniqueness of Collective Bargaining in Higher Education, Proceedings Sixth Annual Conference, Apr. 1978	8.00
Collective Bargaining and the Future of Higher Education, Proceedings Fifth Annual Conference, Apr. 1977	8.00
Collective Bargaining in Higher Education, Proceedings Fourth Annual Conference, Apr. 1976	7.00
Collective Bargaining in Higher Education, Proceedings Third Annual Conference, Apr. 1975	7.00
Collective Bargaining in Higher Education, Proceedings Second Annual Conference, Apr. 1974	5.00
Collective Bargaining in Higher Education, Proceedings First Annual Conference, Apr. 1973	5.00

BIBLIOGRAPHIES

Collective Bargaining in Higher Education: Annual Compilations 1977-1980	10.00 (each)
1976	7.00
1974	5.00

NEWSLETTERS

Collective Bargaining in Higher Education: Analyses of Issues 5 issues/year	20.00

DIRECTORIES

Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education (Annual)	6.00
City University of New York Index, Digest and Tables of Arbitration and Court Cases, 1969-1974	25.00

BOOKS AND MONOGRAPHS

Mintz, Bernard — Living with Collective Bargaining: A Case Study of the City University of New York, 1979	7.95
Chandler, Margaret K. and Daniel J. Julius — Faculty vs. Administration: Rights Issues in Academic Collective Bargaining, 1979	6.00
Douglas, Joel M. and Molly Garfin — Contract Development in Higher Education Faculty Collective Bargaining, 1980	20.00
Douglas, Joel M., Loren A. Krause and Leonard Winogora — Workload and Productivity Bargaining in Higher Education, 1980	6.00

Publications may be ordered from the
The National Center for the Study of Collective Bargaining in Higher Education
and the Professions, Baruch College, CUNY, 17 Lexington Avenue, Box 322
New York, New York, 10010